

# Agenda Item Form

Agenda Date: 07/07/2004

Districts Affected: All

Dept. Head/Contact Information: Christian Gerstheimer X: 20 or Amy Grimm X: 14

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements       | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use     | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements            | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input type="checkbox"/> Other _____                      |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: Loan of art to the Albuquerque Museum for the exhibition "El Alma de España"

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): John Nance      ☒ Approved      ☐ Denied

Timeline Priority:   ☐ High      ☒ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

That the Director of the El Paso Museum of Art be authorized to sign an Outgoing Loan Agreement for the exhibition "El Alma de España."

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

None

## Statutory or Citizen Concerns:

None

## Departmental Concerns:

None

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Director of the El Paso Museum of Art be authorized to sign the outgoing loan agreement, on behalf of the City of El Paso, for the loan of the following works of art to The Albuquerque Museum for an exhibition of Spanish Masters entitled "El Alma de España" from April 4 to August 12, 2005: *Jacob and Rachel at the Well* by Francisco Antolinez y Sarabia and *The Immaculate Conception* by Francisco de Zurbarán.

ADOPTED this 7<sup>th</sup> day of July, 2004.


CITY OF EL PASO:

\_\_\_\_\_  
Joe Wardy, Mayor

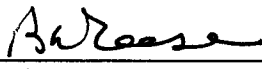
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John F. Nance  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Becky Duval Reese, Director  
El Paso Museum of Art

June 28, 2004

TO: Mayor and City Council

FROM: Becky Duval Reese 

RE: Loan



The El Paso Museum of Art requests that the Director of the El Paso Museum of Art be authorized to sign an outgoing loan agreement, on behalf of the City of El Paso, for the loan of the following works of art to The Albuquerque Museum for an exhibition of Spanish Masters entitled "El Alma de España" from April 4 to August 12, 2005: *Jacob and Rachel at the Well* by Francisco Antolinez y Sarabia and *The Immaculate Conception* by Francisco de Zurbarán.

# THE ALBUQUERQUE MUSEUM

2000 Mountain Rd. NW, Albuquerque, New Mexico ♦ 87104

Phone (505)243-7255 ♦ FAX (505)764-6546 ♦ TDD (505)764-6556

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INCOMING LOAN AGREEMENT - No. LI0400045

Loan No. - 20040032      Art Department

Lender: El Paso Museum Of Art  
Street: One Arts Festival Plaza  
City/State/Zip: El Paso, TX 79901  
Contact Person: Michelle Ryden, Acting Registrar  
Phone: (915) 532-1707

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Purpose: Exhibition  
Loan Period: 04-apr-2005 To 12-aug-2005  
Exhibition Title: El Alma de Espana  
Exhibition Dates: 15-apr-2005 To 31-jul-2005

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Transportation -	Incoming	Outgoing
Shipping arranged by:	Albuquerque Museum	
Shipping paid by:	Albuquerque Museum	
Shipper:		
Ref #:		
Phone:		
Scheduled Ship Date:		
Scheduled Arrival Date:	04-apr-2005	
Special handling instructions:		

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Insurance -      Insured by: Albuquerque Museum  
Carrier: Daniels Insurance Inc.  
Certif #:  
Agent: Mike Sheyka  
Phone: 505/766-9676

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## Description of Object(s) Received-

Artist/Manufacturer; Title/Description; When Created/Mfg; Media; Dimensions; Value

IL2004.32.1 - Francisco Antolinez y Sarabia; Jacob and Rachel at the Well;  
1670;Oil paint, Canvas (support); h-19.250 w-29.000 ;\$500000.00; 32 x 41 framed  
IL2004.32.2 - Francisco De Zurbarán; The Immaculate Conception;  
15th Century 1661;Oil paint; h-58.000 w-46.000 ;\$1000000.00;

Credit Line: Loan courtesy of The El Paso Museum of Art, the Samuel H. Kress Collection

# THE ALBUQUERQUE MUSEUM

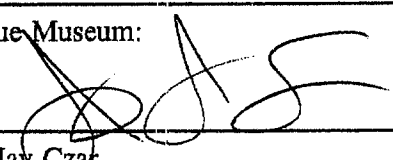
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INCOMING LOAN AGREEMENT - No. LI0400045

This loan is agreed to by the undersigned, subject to conditions stated on the attached "Conditions For Loan" sheet.

Albuquerque Museum: Signature 	Lender/Borrower: Signature
Name Jay Czar	Name
Title C.A.O. City of Albuquerque	Title
Date 5/26/04	Date

## **TERMS FOR INCOMING LOANS:**

### **HANDLING AND PRESERVATION**

The City of Albuquerque Museum (Museum) will give to objects borrowed the same care as it does comparable property of its own. It is understood by Lender and borrower that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.

2. Evidence of damage at the time of receipt or while in the Museum's custody will be reported immediately to the Lender.
3. No restoration or repair will be undertaken without the written authorization of the Lender.
4. The Lender certifies that the objects lent are in a condition which will withstand ordinary strains of packing and transportation.

### **TRANSPORTATION AND PACKING**

1. Costs of transportation and packing will be borne by the Museum unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties.
2. Customs regulations will be adhered to in international shipments.
3. The Lender will assure that the loaned objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for the unpacking and repacking. Objects will be returned packed in the same or similar materials as received unless otherwise authorized by the Lender.

### **INSURANCE**

1. The Museum will insure the loaned object(s) wall-to-wall under its Fine Arts policy for the amount specified by the Lender or with exceptions noted on the front copy of this agreement against all risks of physical loss or damage from any external cause while in transit and on location during the period of this loan; provided, however, that if the object(s) shall have been industrially fabricated and can be replaced to artist's specifications, the amount of such insurance shall be limited to the cost of such replacement. If no amount shall have been specified by the Lender, the Museum will insure the object(s) at its own estimated valuation; provided, however, that such estimated valuation shall not be construed to be an appraisal of the object(s) by the Museum for any purpose other than for such insurance. The Museum's Fine Arts policy contains the usual exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin and inherent vice, and for damage due to and resulting from any repairing, restoration, or retouching process unless caused by fire and/or explosion, and any acts of God. The Lender agrees that in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing the City and each of the participating museums from liability for any and all claims arising out of such loss or damage.
2. If the Lender chooses to maintain lender's own insurance, then, prior to the shipment of the loan, the Museum must be supplied with a certificate of insurance naming the City and, if applicable, each of the other participating museums as additional insureds and waiving subrogation against the City and each other participating museum. If the Lender fails to supply the Museum with such a certificate, this loan agreement shall constitute a release of the City and each of any other participating museums from any liability in connection with the object(s). The City is not responsible for any error or deficiency in information furnished to the Lender's insurer or for any lapses in coverage.

3. In the case of long term loans, it is the responsibility of the Lender to update insurance valuations.

### **RETURN OF LOANS**

1. The object(s) shall remain in the possession of the Museum and/or other museums participating in the exhibition for which the object(s) was borrowed for the time specified on the front page of this agreement, but may be withdrawn from such exhibition at any time by the Museum Director, or by any of the participating museums. If the legal ownership of the object(s) changes during this loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner may, prior to return of the loan, be required to establish legal right to receive the object(s) by proof satisfactory to the Museum. The object(s) will be returned only to the owner or Lender at the address stated on the front copy of this agreement unless the Museum is notified in writing to the contrary.
2. The Lender shall have the right to recall the loan with sufficient reason, prior to the termination date of the loan after giving the Museum reasonable written notice of such intent.
3. Museum's right to return the object(s) shall accrue absolutely at the termination of the loan. If the Museum, after making a reasonable effort, and through no fault of its own, shall be unable to return the loan within sixty days after such termination, the Museum shall have the absolute right to place the object(s) in storage, to charge storage fees and the cost of insurance thereafter, and to have enforced a lien for such fees and cost. If seven years pass after the expiration date of the loan, and no written notice of termination of the loan has been received by the Museum from the Lender, or if the loan has no expiration date and at least seven years have passed since the loan was made and the Lender has failed to respond to written notice from the Museum, the Museum shall begin abandonment proceedings, as outlined in the Abandoned Cultural Properties Act, Section 18-10-1 et seq., to acquire title to the property deemed abandoned. A copy of the Act will be sent to the Lender upon request.
4. Upon return of the loan, the Museum shall issue the attached Loan release or a receipt to be signed by the Lender as proof of the return of the object(s) to the Lender in good condition. If the Release or receipt is not returned within fifteen days, the condition of the object(s) will be deemed acceptable to the Lender and Lender shall have no claims against the City.
5. If any or all of the object(s) on the Release or receipt are purchased by the City, this Loan Agreement shall be void as to such objects, upon completion of the sale.

### **REPRODUCTIONS**

Unless otherwise notified in writing, the objects lent may be photographed or reproduced by The Albuquerque Museum for educational, catalog, and publicity purposes.

### **PUBLICITY**

Unless otherwise specified (by writing "anonymous" on the credit line) the Lender will be acknowledged as indicated on the front of this form.

### **COMMISSION**

If any work in this loan is for sale and sold during the loan, the Lender or owner shall pay 30% of the sale price to The Albuquerque Museum.

(Form Approved by Legal 8/01/03)